

RECORDATION NO. 29420 FILED

AUG 12 '10 -12 00 PM

SURFACE TRANSPORTATION BOARD

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August 12, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Contract 3-8886 Rider 1

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of May 11, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Lessor: American Railcar Leasing LLC  
620 North Second Street  
St. Charles, Missouri 63301

[Lessee: BP Products North America Inc.  
3401 Palmer Highway  
Texas City, TX 77590]

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**MEMORANDUM OF LEASE****SURFACE TRANSPORTATION BOARD**

This Memorandum of Lease is prepared and filed by American Railcar Leasing LLC, a Delaware limited liability company, on behalf of (i) itself as lessor and/or as assignee of ACF Industries, Incorporated, ACF Industries LLC, American Railcar Industries, Inc., and/or ACF Acceptance LLC as the sole member of various ACF Acceptance entities, and/or (ii) as manager for one or more of the following affiliated lessors: ARI First LLC, ARI Second LLC, ARI Third LLC, ARL II Funding LLC, ARL Fifth LLC and Shippers Third LLC, all with respect to BP Products North America Inc., a Maryland Corporation ("Lessee").

American Railcar Leasing LLC (as assignor or lessor, herein, "Lessor") and Lessee have entered into that certain Master Service Contract as identified on Schedule A (as amended, changed, assigned, modified and supplemented from time to time, together with any schedules and exhibits thereto, the "Lease"), pursuant to which Lessee leased the railcars listed on Schedule A attached hereto from Lessor on the terms and conditions set forth therein, and from time to time may lease other railcars bearing the reporting marks SHPX and/or ACFX.

The Lessor is the owner of the cars and has leased the cars to the Lessee under this lease. In order to more fully protect the rights, title and ownership of the Lessor (including its assignees) in the cars hereunder however, the Lessee is granting to the Lessor the lien on and security interest in the cars as set forth as follows. Without prejudice to the Lessor's full and complete ownership, rights, title and interest in and to the cars, in order to secure any and all current and future obligations of the Lessee under this lease, for good and valuable consideration, the Lessee, to the extent it is able, hereby irrevocably grants to the Lessor a continuing lien on and a security interest in (i) the cars together with any proceeds thereof and/or therefrom, including, without limitation, any proceeds and receivables generated from the sale or lease of the cars, [and] (ii) any insurance claims related to the cars and any proceeds from such claims. The cars include, without limitation, (a) any and all improvements, additions, replacements, substitutions and modifications thereon and/or thereof, (b) the railcars specifically set forth in this lease, (c) any other railcars leased or to be leased under this lease to the Lessee and (d) any railcars in possession of the Lessee bearing reporting marks ACFX, SHPX and any other reporting marks owned by Lessor as of this date or at any date in the future. The Lessor may from time to time include an affiliate of the Lessor, becoming the Lessor through an assignment of this lease or any schedule thereof and/or the cars provided no terms or conditions under this Contract shall change.

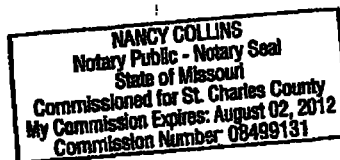
This Memorandum of Lease is prepared for registration purposes and is not intended to amend the terms and conditions of the Lease.

**AMERICAN RAILCAR LEASING LLC**

By:   
Name: Brian Evdo  
Title: VP -- Business Development

STATE OF MISSOURI                     )  
  ) ss.  
COUNTY OF ST. CHARLES            )

On this 11th day of May, 2010, before me, personally appeared Brian Evdo, to me personally known, who being by me duly sworn, says that he resides at St. Charles, Missouri and is the VP -- Business Development of American Railcar Leasing LLC, that said instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



  
Notary Public  
My commission expires on 8/2/2012

# Schedule A

## Equipment

### BP Products North America

Contract 3-8886 rider 1 dtd 4/14/10

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	222236
	Tank	SHPX	222237
	Tank	SHPX	222238
	Tank	SHPX	222239
	Tank	SHPX	222240
	Tank	SHPX	222241
	Tank	SHPX	222242
	Tank	SHPX	222243
	Tank	SHPX	222244
	Tank	SHPX	222245
	Tank	SHPX	222246
	Tank	SHPX	222247
	Tank	SHPX	222248
	Tank	SHPX	222249
	Tank	SHPX	222250
	Tank	SHPX	222251
	Tank	SHPX	222252
	Tank	SHPX	222253
	Tank	SHPX	222254
	Tank	SHPX	222255
	Tank	SHPX	222256
	Tank	SHPX	222257
	Tank	SHPX	222258
	Tank	SHPX	222259
	Tank	SHPX	222260
	Tank	SHPX	222261
	Tank	SHPX	222262
	Tank	SHPX	222263
	Tank	SHPX	222264
	Tank	SHPX	222265
	Tank	SHPX	222266
	Tank	SHPX	222267
	Tank	SHPX	222268
	Tank	SHPX	222269

**Schedule A**

**Equipment**

**BP Products North America**

**Contract 3-8886 rider 1**

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Read Numbers</u>
	Tank	SHPX	222270
35			

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

8 / 12 / 10



\_\_\_\_\_  
Robert W. Alvord